

C. D. No. 39164-5

D E E D

from

CONTINENTAL CAN COMPANY, INC.

to

UNION PACIFIC RAILROAD COMPANY

Dated November 9, 1960.

Covering parcel of land
in
Douglas County, Nebraska.

9/19/60
10/27/60

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL CAN COMPANY, INC., a corporation existing under and by virtue of the laws of the State of New York, Grantor, in consideration of the sum of Four Thousand Five Hundred Dollars (\$4,500.00), to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto UNION PACIFIC RAILROAD COMPANY, a corporation of the State of Utah, Grantee, the following described real estate, situate, lying and being in the County of Douglas, State of Nebraska, to wit:

A parcel of land, situate in the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 1, Township 14 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, bounded and described as follows:

Commencing at the point of intersection of the easterly line of 72nd Street (66 feet wide) with the southerly line of "F" Street (66 feet wide), said point of commencement being also the point of intersection of (a) a line parallel with and 33 feet southerly from the northerly line of said Section 1 with (b) a line parallel with and 33 feet easterly from the westerly line of Section 1;

thence N. 89 degrees 59' E., parallel with the northerly line of said Section 1, a distance of 1284.6 feet;

thence S. 00 degrees 01' W., a distance of 665.5 feet to the true point of beginning;

thence continuing S. 00 degrees 01' W., a distance of 611.5 feet;

thence N. 89 degrees 53' W., a distance of 250 feet;

thence N. 50 degrees 17' E., a distance of 234 feet;

thence N. 8 degrees 39' E., a distance of 466.7 feet, more or less, to the true point of beginning;

containing an area of 40,153 square feet, more or less.

RESERVING, however, to the Grantor, its successors and assigns, a PERPETUAL EASEMENT for the construction, maintenance, use, repair, renewal and reconstruction of a storm sewer across and under the surface of the land above described for the purpose of providing surface drainage from land of the Grantor lying adjacent to and northwesterly of the land above described and from the land leased by the Grantor by lease dated July 27, 1954 recorded in the Register of Deeds office in said County and State on July 29, 1954 in Book 290 of Miscellaneous at page 131.

The Grantee, for itself, its successors and assigns, by the acceptance of this deed, covenants and agrees

- (a) at its expense, to construct and maintain on the land above described an adequate culvert for the above-mentioned storm sewer;

- (b) not to change the condition of the land above described in any manner which will cause surface water to flow from said land onto land of the Grantor lying adjacent to and northwesterly of the land above described; and
- (c) at its expense, to relocate the Grantor's fence from its present location on the land above described to land of the Grantor lying adjacent to and northwesterly of the land above described, said fence to be located at the new boundary line between said lands.

SUBJECT to taxes and assessments as follows:

All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises herein conveyed which became or may become due and payable in the year 1960 shall be prorated as of the date of this deed between the Grantor and Grantee, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of this deed, and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

TOGETHER WITH all the tenements, hereditaments and appurtenances to the same belonging and all the estate, title, claim or demand whatsoever of the Grantor herein of, in or to the same or any part thereof, except as aforesaid.

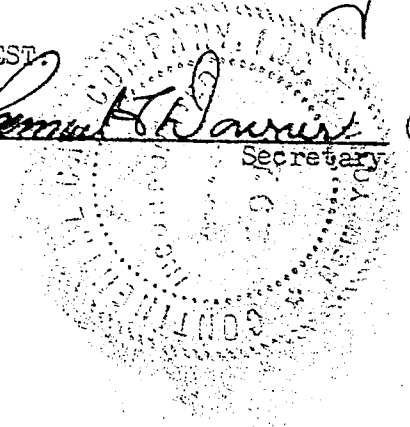
TO HAVE AND TO HOLD the above-described premises, with the appurtenances, unto said UNION PACIFIC RAILROAD COMPANY and to its successors and assigns forever, except as aforesaid.

IN WITNESS WHEREOF, said Continental Can Company, Inc., has caused these presents to be signed by its Vice President and attested by its Secretary, and its corporate seal to be hereunto affixed this day of November, 1960.

In Presence of:
Walter J. McCharg

CONTINENTAL CAN COMPANY, INC.
By: Raymond G. Fisher
Vice President

ATTEST
Samuel H. Dewart (Seal)
Secretary



Approved as to form and execution:

E. A. Binger
Asst. General Attorney

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss:

On this 9th day of November A. D. 1960, before me, a Notary Public duly commissioned and qualified in and for said County, personally came *Raymond S. Fisher*, Vice President of CONTINENTAL CAN COMPANY, INC., who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Vice President of said CONTINENTAL CAN COMPANY, INC., and acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of said CONTINENTAL CAN COMPANY, INC.

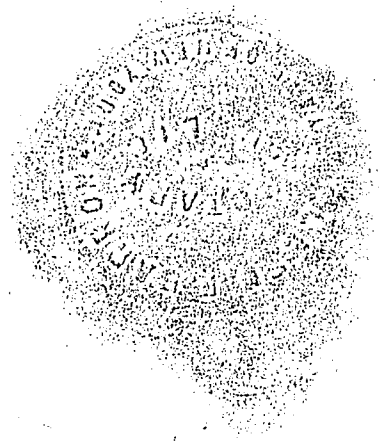
WITNESS my hand and notarial seal at *New York, New York* in said County, on the day and year above mentioned.

My commission expires

Ellen F. Barron
Notary Public

ELLEN F. BARRON
Notary Public, State of New York
No. 41-5197050 Qual. in Queens County
Cert. filed in New York County
Commission Expires March 30, 1962

(Seal)
Residing at



400

79. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
25 DAY Nov. 1960 AT 3:36 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS